

CITY OF NORTH WILDWOOD DOG PARK PERMIT APPLICATION

FEE: \$10

Owner: _____

Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Signature: _____

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DOG # 1

Name: _____ Age: _____ Sex: M / F Spayed / Neutered

Breed: _____ Color: _____ Weight: _____

Municipal Dog License #: _____ Municipality: _____

Rabies Vaccination Date: _____ Expiration Date: _____

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DOG # 2

Name: _____ Age: _____ Sex: M / F Spayed / Neutered

Breed: _____ Color: _____ Weight: _____

Municipal Dog License #: _____ Municipality: _____

Rabies Vaccination Date: _____ Expiration Date: _____

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Do Not Write Below This Line

OFFICE USE ONLY

Acceptance of Risk & Release of Liability Waiver Form Attached: Y / N

Approved: _____

Paid \$10: Cash / Check # _____

Date: _____

Permit #: _____

**CITY OF NORTH WILDWOOD DOG PARK
ACCEPTANCE OF RISK & RELEASE OF LIABILITY WAIVER FORM**

Acceptance of Risk & Release of Liability Waiver: Acceptance of the terms & conditions of this release and adherence to the established North Wildwood Dog Park Rules & Regulations are conditions of the Dog Park Permit approval, retention and renewal. Passes are *non-transferable between owners* and may be revoked for *non-compliance* as may be required by the City.

I do hereby acknowledge and accept that I have voluntarily applied to participate and utilize, with my dog(s), the North Wildwood Dog Park located in the City of North Wildwood, NJ. I fully understand and acknowledge that unleashing my dog and being physically present at the dog park area involves risks of injury to me, any individual accompanying me, other persons, my dog(s) and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior and lack of proper training. I further understand and assume that despite the efforts of the City of North Wildwood to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated for rabies as may be required, which could result in injury to a person or a dog. Additional risks include, but are not limited to: dog fights; dog bites; theft or unlawful capture; escape over and under the fences; through an open gate; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in the dog's coat, feet, eyes, nose, or ears; mosquitoes; spiders; ticks; chiggers; fleas and other insects; and wildlife typically found in and around the park, such as foxes; deer; raccoons; opossums; muskrats; field mice; turtles, etc. It is further my understanding that usage of the dog park may be self-directed and may not be directly supervised by an agent or employee of the City of North Wildwood. Additionally, I accept and acknowledge that I assume any and all risks associated with the usage of the dog park, including fixtures and equipment, in an unsupervised and self-directed manner.

By accepting the prescribed terms and conditions and signing this release, I do hereby agree to indemnify and save harmless the City of North Wildwood, its agents, officers, and employees and assigns from and against all loss, cost, damages, expense and liability resulting from my use of the dog park, including death, sickness, injury, and disease to any person or dog, or destruction to property, real or personal, arising directly from my use of the dog park. I do hereby acknowledge that I have carefully read this release of liability, and fully understand, agree with, and accept the terms and conditions that have been outlined above. Further, I acknowledge that I have received and reviewed a copy of the Dog Park Rules & Regulations for the dog park's use and agree to abide by said rules as set forth.

I accept and acknowledge personal responsibility and liability for any injury or damage caused as a result of the wrongful or aggressive behavior of my dog, whether the loss occurs as a result of biting, jumping, running, scratching, digging, charging or any other behavior.

I do hereby waive any and all rights that I may have to institute legal proceedings to recover cost of any kind. I have carefully read this release of liability, and fully understand, agree with, and accept its terms and conditions as outlined. I hereby do certify that I am over the age of 21 years, sober and of sound mind. I have received and reviewed a copy of the Dog Park Rules & Regulations for the dog park's use and agree to abide by these rules as listed. Further, I understand that all fees paid are non-refundable and that my Dog Park Permit may be revoked by the City for misuse of the Park, failure to abide by the stated rules and regulations, or repeated aggression on the part of any one of the dogs under my direct ownership or supervision.

Print Name: _____

Signature: _____

Date: _____

Applicant Copy

CITY OF NORTH WILDWOOD
Cape May County, New Jersey
RESOLUTION

ESTABLISHING RULES AND REGULATIONS
FOR NORTH WILDWOOD DOG PARK

WHEREAS, Ordinance 1674, adopted by City Council on April 14, 2015, established a North Wildwood Dog Park and has been codified at §322-13 through §322-17 of the Code of the City of North Wildwood; and

WHEREAS, §322-15 provides that "City Council, from time to time, shall adopt by resolution such rules and regulations as it deems necessary and proper for the control and regulation of the dog park and property adjacent thereto."

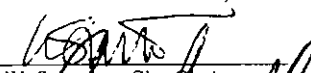
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of North Wildwood, County of Cape May, State of New Jersey, that following rules and regulations shall be in effect for the North Wildwood Dog Park until such time as said rules and regulations are amended or supplemented by another resolution of Council:

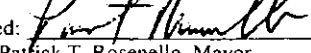
1. No person shall utilize the Dog Park without having first obtained a permit to do so from the City Clerk, the application for which permit is annexed to this resolution as "Exhibit A."
2. Any person wishing to enter the Dog Park must have a valid Dog Park Permit in his/her possession, a sample of which Permit is annexed to this resolution as "Exhibit B."
3. No Dog Park Permit shall be issued without proof of valid municipal dog license, current rabies vaccination and signed Acceptance of Risk and Release of Liability Waiver Form.
4. The Dog Park shall be open from 8:00 AM to Dusk.
5. Dogs must be supervised at all times by a person 18 years of age or older. Any person under the age of 18 must be accompanied by an adult.
6. No more than two (2) dogs per person are permitted in the Dog Park at a time.
7. No smoking, alcohol, food or glass containers are permitted in the Dog Park.
8. Aggressive dogs are not permitted in the Dog Park.
9. Any dog that becomes aggressive or uncontrollable must be immediately leashed and removed from the Dog Park.
10. Leashes may only be removed in designated areas.
11. Dogs that are in heat or that are sick are not permitted in the Dog Park.
12. All persons in the Dog Park must clean up after themselves and their dogs.
13. No other animals or pets are permitted in the Dog Park.
14. Dogs under the age of six (6) months are not permitted in the Dog Park.
15. No prong, choke or spiked collars are permitted in the Dog Park.
16. Dogs must be discouraged from digging holes in the Dog Park.
17. The owner of any dog assumes all liability for injuries/damages suffered by anyone who is bitten or injured by his/her dog while in the Dog Park.

OFFERED BY: RULLO SECONDED BY: KANE
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STATE OF NEW JERSEY COUNTY OF CAPE MAY

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 15th day of September 2015.

Dated: September 15, 2015

Signed: 
W. Scott Jett, City Clerk

Approved: 
Patfick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo	X				Kuchler	X			
Rullo	X				Bishop	X			
Kane	X				Zampirri	X			
Del Conte	X								